

BestWeb Corporation

State Contract Purchase Order Agreement NYS OGS Contract PS63069

Internet Access

This is a Purchase Order Agreement (the "Agreement") issued by the below customer (the "District") to BestWeb Corporation, 25 South Riverside Avenue, Croton-on-Hudson, NY 10520 ("BestWeb") (each a "party", collectively the "parties") for the below services:

Customer Name: Rye City School District
Customer Address: 411 Theodore Fremd Avenue, Rye, NY 10580
Date of Agreement: November 28, 2017
Service Locations: Milton Elementary School, 1 Midland Avenue, Rye, NY 10580 ("Milton School")

Whereas, BestWeb has been awarded New York State Office of General Services Contract PS 63069 titled Comprehensive Telecommunication Services (the "State Contract"), and

Whereas, the District desires to purchase services from BestWeb through the New York State Contract, now

Therefore, BestWeb and the District hereby agree as follows:

State Contract:

1. All of the Terms and Conditions of the State Contract, except as modified below, will apply.
2. The parties recognize that the State Contract currently expires on August 15, 2018. Should the State Contract not be extended, then it is the intent of both parties that the Terms and Conditions of the State Contract, as modified by this Agreement, be extended for the services specified in this Agreement, until such time as this Agreement is cancelled or expires.
3. If any of the purchases the District makes under this Agreement are not from the State Contract, are removed from the State Contract, or for any reason do not fall under the State Contract, then it is the intent of both parties that the Terms and Conditions of the State Contract, as modified by this Agreement, apply to those services until such time as this Agreement is cancelled or expires.

Term:

4. This Agreement will become effective when executed by both parties. The Initial Term of the Agreement will be for three years from the date of Installation of the Internet Access.
5. Prior to and during the Initial Term this Agreement may be cancelled on June 30th of any year with ninety days prior written notice and payment of the below specified cancellation fee.
6. It is BestWeb's intent to complete the provisioning of the Internet Access within 30-60 days. However, this Agreement will not be affected should such access be delayed by factors outside of BestWeb's control.

Internet Access:

7. BestWeb agrees to provide the District with 1,000 megabits per second (mbps) of Internet Access.
8. The District may increase the Internet bandwidth in 100 mbps increments at any time, however, once increased the bandwidth may not be decreased. The rate for the increased Internet bandwidth is specified below.
9. The Internet Access will be supplied over a fiber optic circuit to Milton School.
10. The fiber optic circuit will enter Milton School and extend to the same location (known as the "Main Distribution Facility" or "MDF") as the existing Lit Fiber circuit. The District will provide the necessary access to BestWeb on their property and within their facilities. BestWeb will be responsible for the necessary access over public right-of-ways.
11. Within the MDF the District agrees to supply BestWeb six "u" of rack space and a 110 volt outlet. BestWeb will provide the District with either a fiber or copper Ethernet handoff, at the District's option. This handoff will be referred to as the "Demarcation Point for Internet Access".
12. BestWeb will be responsible for the provisioning and maintenance of the Internet Access up to the Demarcation Point. Any wiring past the Demarcation Point to connect the Internet Access to District owned equipment, either within the MDF or at other locations, will be the responsibility of the District.

13. BestWeb will provide 24 hour, seven day monitoring and technical support of the Internet Access through our network operations center ("NOC"). Should trouble be found with the Internet Access, BestWeb will initiate remedial action. Should access be required to the District's facilities either for repair or diagnostics, such access will be coordinated with District personnel.
14. As part of the Internet Access BestWeb will provide DNS Services and a block of 16 IP addresses. Additional IP addresses are available with ARIN justification.
15. BestWeb is not providing any content filtering, firewall, or network security with the Internet Access.
16. BestWeb retains all rights, title, and interest in the Internet Access provided pursuant to this Agreement, including all of the components used to provide the Internet Access. Neither the grant of use or other provision of BestWeb's service nor the payment by District of the fees or charges will constitute, create, or vest any easement or any other ownership or property rights in the Internet Access or in any of their components. Upon cancellation or expiration of this Agreement, all rights by the District to use the Internet Access will cease.

Fees:

17. There will be no Installation fee.
18. The monthly fees will commence upon installation and are due at the beginning of each month of service. Any partial months will be prorated.
19. The fee will be \$2,590.00 per month.
20. Additional Internet Access bandwidth is available at the rate of \$345.00 per 100 mbps per month.
21. The District agrees to pay to BestWeb any applicable local, state, or federal taxes, surcharges, or franchise fees required for the services being provided under this Agreement, including any fees paid to the local utilities by order of government tariff.
22. Cancellation fees are as follows:

Prior to Installation	\$46,620.00
During the first year of service:	\$46,620.00
During the second year of service:	\$31,080.00
During the third year of service:	\$15,540.00
After the third year of service:	\$ -0-

E-rate funding

23. BestWeb agrees to complete the paperwork required by USAC such that the District can receive any E-Rate funding due. The District agrees to pay BestWeb's charges in full regardless of the receipt or non-receipt of any E-Rate funding.

Other Terms:


24. The District and BestWeb agree that a facsimile shall be as binding as an original.
25. The Agreement may be altered only through written consent and effective only when executed by both parties.
26. Notifications will be in writing to the addresses listed in this Agreement.
27. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by District's governing body or are otherwise available in any fiscal period for payments due here under, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the District of any kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The District will immediately notify BestWeb of such occurrence. The District and BestWeb will then meet to discuss the possibility of a mutually agreed upon revision of the agreement. If the parties cannot agree upon a modification of the Agreement, then either Party may terminate this Agreement effective at the end of District's then current fiscal year. The District agrees that, should this Agreement be modified or terminated pursuant to the terms of this paragraph, then the District will not engage any other party to provide the same or similar services as are being provided by BestWeb through this Agreement during the term of the Agreement.
28. Should any term, condition, or any other provision (collectively "terms and conditions") of the Agreement be determined to be invalid, illegal, or incapable of being enforced by any rule or law, all other terms and conditions of the Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or condition is invalid, illegal, or incapable of being enforced, it shall be deemed replaced by a term or condition that is valid and enforceable and that comes closest to expressing the intention of the original term or condition.
29. If either party fails to enforce any right or remedy under the Agreement, such failure will not waive the right or remedy.
30. BestWeb represents and warrants that it has all permits, licenses, franchises, and other approvals necessary to provide the services ("Approvals"). BestWeb further represents and warrants that their fiber optic strands follow all local building codes on District property and within District buildings.
31. The Agreement will be governed by and construed in accordance with the laws of New York and may be subject to regulation, in full or in part, by the Federal Communications Commission ("FCC") and the New York State Public Service Commission ("PSC"). Any rule or regulation by these agencies, or by any competent governmental entity, shall supersede the Agreement.

Agreed by the District:

Signed:

Name:

Date:



GABRIEL A. CONNER
12/1/17

Agreed by BestWeb:

Signed:

Name:

Date:


Andrew Dickey
12/1/17

